

# Exhibit A

## (Collective)

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE

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TYLER MILLER,

Plaintiff,

vs.

CASE NO. 3:20-cv-00313

BRIGHTSTAR INTERNATIONAL CORP.

d/b/a BRIGHTSTAR CORP.,

Defendant.

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VIDEOCONFERENCE DEPOSITION OF

TYLER MILLER

Taken on Behalf of the Defendant

December 22, 2020

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Reported by:

Terri Beckham, RPR, RMR, CRR

Tennessee LCR No. 355

Expires: 6/30/2022

1 APPEARANCES

2 For the Plaintiff:

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TYLER MILLER

Examination by Mr. Spero .....5

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	Description	Page
Exhibit 1	April 9, 2018 Offer Letter (Brightstar-Miller)	24
Exhibit 2	Furlough Notification (March 24, 2020), BRIGHTSTAR 000273-276	50
Exhibit 3	March 31, 2020 Pay Summary, BRIGHTSTAR-000193-194	73
Exhibit 4	Collective: Furlough Extensions, BRIGHTSTAR 000277-284; BRIGHTSTAR 003963-966	74
Exhibit 5	December 11, 2020 Termination Letter	76
Exhibit 6	Amended Complaint (Brightstar-Miller)	101
Exhibit 7	Plaintiff's Discovery Responses to Brightstar discovery	111

1                   The videoconference deposition of  
2 TYLER MILLER was taken on behalf of the Defendant  
3 on December 22, 2020, at 12:56 p.m. for all  
4 purposes under the Federal Rules of Civil  
5 Procedure.

6                   It is agreed that Terri Beckham,  
7 being a Notary Public and Court Reporter for the  
8 State of Tennessee, may swear the witness, and  
9 that the reading and signing of the completed  
10 deposition by the witness are waived.

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P R O C E E D I N G S

**TYLER MILLER**

was called as a witness, and after having been first duly sworn, testified as follows:

THE REPORTER: Will counsel please introduce yourselves, who you represent, and stipulate that it was okay for me, the court reporter, to swear the witness in via videoconference?

MR. SPERO: This is Frankie Spero. I'm the attorney for Brightstar Corp., the defendant in this case, and yes, I stipulate to the oath being administered in that manner.

MR. BULSO: This is Gino Bulso and Nicholas Bulso here on behalf of plaintiff. And we likewise stipulate to the witness being sworn remotely.

MR. SPERO: Ready to go?

THE REPORTER: Ready to go.

MR. SPERO: Okay.

**EXAMINATION**

BY MR. SPERO:

Q. Please state your full name.

A. Tyler Gabe Miller.

Q. Mr. Miller, my name is Frankie Spero. I

1 our stock option interests.

2 And then I had an employment agreement  
3 with Asurion, both while there and upon exit.

4 Q. Can you explain the latter? You said upon  
5 exit?

6 A. Yes. That's a very, very lucrative  
7 business, and I entered into an agreement with  
8 them so I would not compete with them.

9 Q. Okay. Did you participate in negotiating  
10 those prior employment agreements with Asurion and  
11 Ingrams?

12 A. I did.

13 Q. Is your wife employed?

14 A. She is not. A homemaker. And a teacher,  
15 home schoolteacher.

16 Q. And you may have already answered this,  
17 but do you own any -- currently own any  
18 businesses? Have ownership interest in any  
19 businesses?

20 A. Yes, real estate ventures.

21 Q. Okay. So you have ownership interest in  
22 entities that own real estate?

23 A. Correct.

24 Q. You have an ownership interest in  
25 Harvestar as well?

1 A. I do.

2 Q. Any other businesses that you have

3 ownership interest in besides your real estate

4 ventures and that company?

5 A. No, sir.

6 Q. What did you do for Asurion?

7 A. I was -- oh, boy, there's a -- that's a

8 long answer. But do you want my --

9 Q. What was your --

10 A. -- latest role?

11 Q. What was your -- what titles did you hold

12 at Asurion?

13 A. My last title was chief supply chain

14 officer, which included operating responsibility

15 in Asia-Pacific. So when I mentioned earlier that

16 we lived abroad for several years, that was

17 actually in Hong Kong.

18 Q. Okay. Did you hold prior positions with

19 Asurion as well?

20 A. I did. I was their chief procurement

21 officer, so I was responsible for all their

22 procurement activities in support of their

23 insurance business.

24 I was a director of operations. I was a

25 VP of procurement. I was a -- that's probably as



1 have you ever been involved with any other  
2 litigation?

3 A. No, sir.

4 Q. Have you ever filed bankruptcy?

5 A. No, sir.

6 Q. Have you ever been a witness or a juror in  
7 a trial?

8 A. No, sir.

9 Q. Are you a part of any social or trade  
10 organizations?

11 A. No, sir.

12 Does church count?

13 Q. Well, that's -- what church do you attend?

14 A. Christ Pres.

15 Q. Christ Pres.

16 So in April of 2018 you were hired by  
17 Brightstar Corp.; is that correct?

18 A. That is correct.

19 Q. You became an employee of Brightstar  
20 Corp.?

21 A. That is correct.

22 Q. And the position that you were hired to  
23 was to be the general manager of Harvestar?

24 A. That is correct.

25 Q. And just so we're clear, which Harvestar

1 entity were you hired to be the general manager  
2 of?

3 A. Harvestar Solutions, Hong Kong, Limited.

4 Q. Okay. You were presented -- and  
5 Brightstar presented you with an employment offer  
6 letter, correct?

7 A. They did indeed.

8 Q. So I want to -- and I know you have it in  
9 front of you, but...

10 MR. SPERO: Mr. Bulso, if you don't  
11 mind, I think that should be the folder on top.  
12 It says "Exhibit, April 9th, 2018, offer letter."  
13 If you wouldn't mind passing that to Mr. Miller.

14 MR. BULSO: The witness has it.

15 MR. SPERO: Okay. Thank you.

16 BY MR. SPERO:

17 Q. Do you recognize the document in front of  
18 you, Mr. Miller?

19 A. I do.

20 Q. Okay. Is this the offer letter from  
21 Brightstar Corp. to you dated April 9th, 2018?

22 A. It is.

23 Q. Okay. And this document is signed by both  
24 Brightstar Corp. and you, correct?

25 A. It is.

1 Q. This is your employment agreement with  
2 Brightstar Corp., correct?

3 A. It is.

4 Q. Okay.

5 MR. SPERO: Terri, I want to mark  
6 that -- that'll be Exhibit 1 to the deposition.

7 (Exhibit 1 marked.)

8 MR. SPERO: It's the --

9 THE REPORTER: Okay. Got it.

10 MR. SPERO: And I know I'll have to  
11 send these to you, but that's the April 9, 2018  
12 employment agreement.

13 THE REPORTER: Okay.

14 BY MR. SPERO:

15 Q. You participated in negotiating the terms  
16 of this agreement, correct?

17 A. That is correct.

18 Q. Were you represented by counsel in your  
19 negotiation of this agreement?

20 A. That is -- yes.

21 Q. Who was your counsel at that time?

22 A. Rob Laird.

23 Q. Is he an attorney in Nashville?

24 A. He is.

25 Q. And were there various versions of this

1 A. They weren't every day, but they were  
2 still three, four times a week up until the time  
3 the furlough notice came.

4 Q. Okay. After June 2018, the time period  
5 we've been discussing, did you travel to Hong Kong  
6 or the Philippines on business for Harvestar after  
7 that point in time?

8 A. I did, yes.

9 Q. Okay. What are the dates and reasons of  
10 that travel?

11 A. I would have to look up those dates, but I  
12 would put on at least a quarterly visit in order  
13 to review the financial performances, because  
14 obviously as an equity holder I'm very interested  
15 in the financial performance of the enterprise.

16 Q. So was that travel in your capacity as a  
17 equity holder in Harvestar or on behalf of  
18 Brightstar?

19 A. I don't know.

20 Q. When you were making those quarterly  
21 visits to -- to the Philippines? Is that where  
22 you were traveling?

23 A. That is correct.

24 Q. When you were making those quarterly  
25 visits to the Philippines to visit Harvestar, were

1 Q. Your annual base salary under the  
2 employment agreement was 200,000 per year; is  
3 that...

4 A. That is correct.

5 Q. And under the employment agreement, you  
6 were offered comprehensive benefits package,  
7 including medical, dental, vision, short and  
8 long-term disability, and life insurance; is that  
9 correct?

10 A. Correct.

11 Q. Did you receive those employee benefits  
12 during your time at Brightstar?

13 A. No, not all of them.

14 Q. Which ones did you receive?

15 A. Health, dental, vision. That would be it.

16 Q. Okay. Did you have the option to  
17 participate in life insurance through the company?

18 A. Yes.

19 Q. But you chose not to?

20 A. Correct.

21 Q. What about 401(k)? Did you participate in  
22 the 401(k)?

23 A. No.

24 Q. But you had the option to?

25 A. I did.

1 was deposited in the bank account.

2 Q. Okay. So you paid them as deductions from  
3 your paycheck from Brightstar?

4 A. Correct.

5 Q. If you will look at the first paragraph  
6 under "Termination of Employment." It states  
7 that, "Upon your termination of employment for any  
8 reason, except as otherwise specifically provided  
9 below, you shall have no further entitlement under  
10 this offer letter to any compensation, including  
11 but not limited to base salary and benefits."

12 And then it states some exceptions there,  
13 a and b.

14 Did I read that correctly?

15 A. You did.

16 Q. Okay. If you go down to the next  
17 paragraph, the paragraph under that, the agreement  
18 provides that if you are terminated without cause  
19 or you resign with good reason, then you would  
20 continue to receive your salary until the earlier  
21 to occur of several enumerated events; is that  
22 correct?

23 A. That is correct.

24 Q. Okay. And are those events the three  
25 numbered events that are set forth on the second

1 page of the employment agreement?

2 A. Yes.

3 Q. Okay. And those events on page 2 of the  
4 employment agreement, those are the four-year  
5 anniversary of the date hereof, that's number 1;  
6 number 2, the effective date that you are no  
7 longer a shareholder of Harvestar Solutions  
8 Limited or any successor thereto; or, number 3,  
9 the date that the company, which is Brightstar  
10 Corp., releases you from your restrictive  
11 covenants agreement, Section 6.7 of the share  
12 purchase agreement; is that correct?

13 MR. BULSO: Object to the form.

14 You may answer.

15 THE WITNESS: That's how it reads.

16 BY MR. SPERO:

17 Q. Did I correctly state that those are the  
18 events enumerated in the contract on page 2?

19 A. (Pause)

20 Q. You may answer.

21 A. I believe you read it accurately. I  
22 wasn't following word for word, but certainly I  
23 have no reason to suspect that you read it any  
24 differently.

25 Q. So under the employment agreement, if you

1 you that's how the document reads.

2 Q. If you will turn over to page 3, your  
3 employment with Brightstar was at will, correct?

4 A. Correct.

5 Q. And the agreement provides -- I'm looking  
6 at the employment at will section. Your  
7 employment with Brightstar Corp. was for no  
8 specific period of time, correct?

9 A. I don't understand your question.

10 Q. The first sentence of that section, it  
11 provides that your employment for Brightstar Corp.  
12 was for no specific period of time.

13 Is that accurate?

14 A. That's, in fact, how it reads.

15 Q. Okay. And the second sentence of that  
16 section provides your employment for Brightstar  
17 Corp. is on an at-will basis, meaning that either  
18 you or the company may terminate your employment  
19 any time, with or without advance notice, and for  
20 any reason or no particular reason or cause.

21 Is that accurate?

22 A. That is, in fact, how it reads.

23 Q. And, again, you participated in the  
24 negotiation of this agreement, correct?

25 A. I did.



1                   MR. SPERO: Mr. Bulso, would you pass  
2 Mr. Miller the next folder, it's entitled  
3 "Furlough Notification"? If you don't mind.  
4                   MR. BULSO: The witness has the  
5 exhibit.  
6                   MR. SPERO: Thank you.  
7                   Terri, I'd like to mark this as  
8 Exhibit 2.  
9                   THE REPORTER: Okay.  
10                  (Exhibit 2 marked.)  
11 BY MR. SPERO:  
12 Q.           Do you recognize this document,  
13 Mr. Miller?  
14 A.           I received it only in email form, yes.  
15 Q.           This is the furlough notification that was  
16 provided to you by Brightstar Corp. on March 24th  
17 of 2020; is that correct?  
18 A.           Yes.  
19 Q.           Is this a accurate copy of that document  
20 that was provided to you?  
21 A.           Short of putting them side by side and  
22 comparing exactly what was sent to me, which, of  
23 course, I've not done, I'll take your word for it.  
24 Q.           You received this furlough notification  
25 from Brightstar Corp.?

1 A. Okay. As they've defined it, certainly,  
2 yes.

3 Q. I'm asking, the notice says that your  
4 position at Brightstar Corp. is being placed on  
5 furlough, correct?

6 A. As they have defined it, yes. Yeah.

7 Q. That's what the notice says?

8 A. Correct.

9 Q. Okay. Do you have any reason to dispute  
10 that you were, in fact, placed on furlough?  
11 That's my question.

12 A. By them. I have no reason to --

13 Q. Okay. The next sentence of that,  
14 Mr. Miller, it states, "Furloughs are a  
15 company-initiated temporary unpaid leave of  
16 absence."  
17 Did I read that correctly?

18 A. Okay, yes.

19 Q. Okay. So upon being placed on furlough,  
20 you're saying you were no longer receiving your  
21 salary, correct?

22 A. That is correct.

23 Q. The next paragraph -- going down to the  
24 next paragraph -- so upon being placed on  
25 furlough, did you continue receiving your medical,

1 dental, vision benefits from Brightstar Corp.?

2 A. Yes.

3 Q. Okay. Did you continue utilizing those

4 benefits after being placed on furlough?

5 A. I did.

6 Q. Okay. And upon being placed on -- and did

7 you pay the premiums, or the portions due for

8 those benefits, during your time on furlough?

9 A. I did not.

10 Q. Is it your understanding those were paid

11 for by Brightstar Corp.?

12 A. That would be my understanding.

13 Q. Okay. Now, upon being placed on furlough,

14 you continued to be an employee of Brightstar

15 Corp.; is that correct?

16 MR. BULSO: Objection to the extent

17 it calls for a legal conclusion.

18 BY MR. SPERO:

19 Q. You may answer.

20 A. I don't know what you want to define an

21 employee as -- I don't -- as they would define an

22 employee? I guess.

23 Q. So -- okay.

24 MR. SPERO: Terri, would you mind

25 reading back what I asked with that last question.

1 Q. -- as to when -- through which date you  
2 had been paid?

3 A. Well, I mean, I have my bank statements,  
4 but I don't know those dates off -- I know that  
5 I've supplied them.

6 Q. If you had your bank statements, would you  
7 be able to say when -- through which date you had  
8 been paid?

9 A. I would be able to, yeah, if I had my bank  
10 statements.

11 Q. After you were placed on furlough by  
12 Brightstar Corp., you no longer had access to  
13 Brightstar's system; is that correct?

14 A. That is correct.

15 Q. Including the email -- the Brightstar  
16 email system? You no longer had access to that?

17 A. That is correct.

18 Q. And after being placed on furlough, you  
19 performed no further work for Brightstar Corp.,  
20 correct?

21 A. That is correct.

22 Q. And you've not performed any work from  
23 furlough through the present time for Brightstar  
24 Corp.?

25 A. That's correct.

1           You asked me a question earlier I want to  
2 correct. You said, "Did you ever reach out to  
3 Brightstar?

4           I did, in fact, reach out to -- I sent a  
5 text to Catherine Smith that stated something  
6 along the lines of, "This is directly opposed to  
7 my agreement, this furlough notice."

8           She said, "I disagree."

9           That was the end of our conversation, text  
10 conversation.

11 Q.       Do you recall when that occurred, when  
12 that communication occurred?

13 A.       It would be in and around these dates, but  
14 specifics I don't have.

15 Q.       Okay. What was communicated to you by  
16 Catherine Smith?

17 A.       That "I disagree."

18 Q.       Did she say why?

19 A.       No.

20 Q.       At any point -- strike that.

21           At no point during the furlough period did  
22 Brightstar ever tell you that your salary was  
23 being changed. Is that accurate?

24 A.       That is accurate.

25 Q.       And at no point during the furlough period

1 those dates, which would be the release from your  
2 restrictive covenants agreement?

3 MR. BULSO: Objection, calls for a  
4 legal conclusion.

5 THE WITNESS: The agreement hadn't  
6 already been breached.

7 BY MR. SPERO:

8 Q. I'm asking you: Is that what the  
9 agreement says?

10 A. And I'm saying that you are reading the  
11 agreement accurately.

12 Q. When is the four-year anniversary of this  
13 employment agreement?

14 A. Let me see. April 9th, 2022.

15 Q. And the date of the letter that you just  
16 received from Brightstar Corp. is December 11th of  
17 2020, correct?

18 A. That is correct.

19 Q. And December 11th is earlier in time to  
20 April 9th of 2022, correct?

21 A. Correct.

22 Q. And the December 11th, 2020, letter states  
23 in paragraph 2 that Brightstar Corp. is releasing  
24 you from your restrictive covenant agreement and  
25 Section 6.7 of the share purchase agreement

1 documents.

2 Q. Okay. So you're saying it has to be in a  
3 document for them to be -- for Brightstar to be  
4 able to furlough you?

5 A. As far as I'm concerned, "furlough" is a  
6 term that they've created. I don't know what it  
7 means.

8 Q. After you were placed on furlough,  
9 Mr. Miller, your benefits, medical, health,  
10 vision, those benefits did not change, correct?  
11 They stayed the same?

12 A. No to my knowledge, they didn't change.

13 Q. Okay. And they have remained the same  
14 throughout 2020 while you were on furlough?

15 A. To my knowledge, yes.

16 Q. (Pause) If you'll just bear with me one  
17 second.

18 If you'll look at paragraph 16 of your  
19 amended complaint. The second sentence says,  
20 "Specifically, plaintiff is entitled to recover as  
21 damages from Brightstar the remaining salary owed  
22 under the agreement of \$400,000, together with the  
23 economic value of the other benefits specified in  
24 the agreement."

25 Did I read that correctly?

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REPORTER'S CERTIFICATE

I certify that the witness in the foregoing deposition, TYLER MILLER, was by me duly sworn to testify in the within entitled cause; that the said deposition was taken at the time and place therein named; that the testimony of said witness was reported by me, a Shorthand Reporter and Notary Public of the State of Tennessee authorized to administer oaths and affirmations, and said testimony, pages 1 through 130, was thereafter transcribed to typewriting.

I further certify that I am not of counsel or attorney for either or any of the parties to said deposition, nor in any way interested in the outcome of the cause named in said deposition.

IN WITNESS WHEREOF, I have hereunto set my hand on December 28, 2020.

Terri Beckham, RPR, RMR, CRR, LCR No. 355  
My commission expires: 3/6/2022